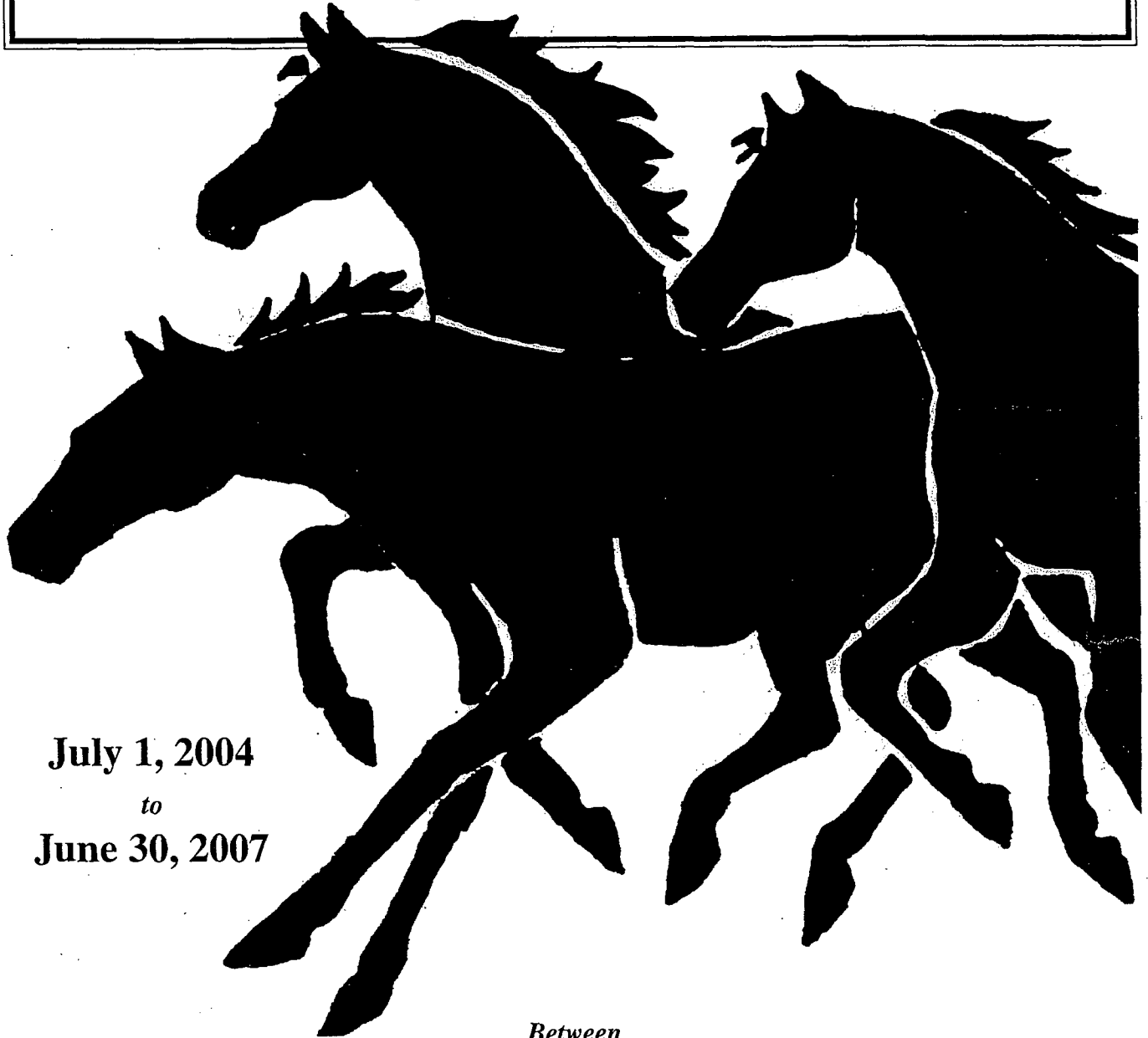


Davis Co. CSD Davis Co. EA

7/1/2004 6/30/2007

Master Contract Agreement



July 1, 2004
to
June 30, 2007

Between

**The Board of Education of the
Davis County Community School District**

and

The Davis County Community Education Association

A G R E E M E N T

Agreement between (1) The Board of Education of the Davis County Community School District, Bloomfield, Iowa (herein called "the Board") and (2) The Davis County Community Education Association (herein called "the Association".)

Effective dates:

1 July 2004 through 30 June 2007

Martha K. Barnett

The Davis County Community Education Association

Robert A. Hartsch

President, Board of Education
The Davis County Community School District

La Donna Hanes

Secretary, Board of Education
The Davis County Community School District

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ARTICLE 1 - RECOGNITION PROVISION

The Board recognizes the Association as the sole and exclusive negotiating agent for a personnel as set forth in the PERB certification instrument (Case No. 477). The unit described in the aforementioned Certification follows:

INCLUDED: Full-time and regular part-time licensed-professional (licensed) employees of the Davis County Community School System including classroom teachers, guidance counselors, nurses, librarians and/or media specialists, work-study coordinators, heads of departments, special teachers (art, music, and physical education), and special education teachers.

EXCLUDED: The superintendent, assistant superintendent, principals, assistant principals, and classified employees of the Davis County Community School System including teacher aides, cooks and cafeteria workers, custodians, bus drivers, secretaries, all temporary licensed-professional and classified employees not contracted, and all other employees specifically excluded by Section 4 of the Act.

ARTICLE 2 - PREAMBLE PROVISION

The Board of Education of the Davis County Community School District hereinafter referred to as the "Board", and the Davis County Community Education Association, hereinafter referred to as the "Association", recognizes a mutual concern of both parties in providing a quality education for the children and youth of the school district. The parties further recognize that the attainment of this educational objective is a joint responsibility of the Board, the Administrative staff and the licensed-professional teaching personnel of the district, the parents of the students, and the community at large. Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follow:

ARTICLE 3 - ASSOCIATION RIGHTS PROVISION

Section 1. Use of Facilities.

The Association shall have the right to hold a reasonable number of meetings on School District property provided such meetings in no way interfere with any aspect of the educational program. Use of District owned equipment and materials, office and/or educational, shall be allowed subject to school policies. Any out-of-pocket expenses to the District resulting from such meetings or the use of said equipment and materials shall be borne by the Association. All meetings shall be scheduled with the building administrator or Superintendent as appropriate.

Section 2. Communications.

The Association shall have the right to use the faculty mailboxes and the school's internal distribution system for a reasonable volume of appropriate announcements relating to the conduct of Association business on behalf of the members of the bargaining unit. All communications so disseminated through school channels must be submitted to the Superintendent or his designee at the time of distribution, negotiations strategy communications excluded. The Association shall be provided with bulletin board space in each school building. Only authorized representatives of the Association will use the bulletin boards for Association announcements and all communications posted will relate only to the Association's official business as the negotiating agent for the licensed staff. All communications placed on the bulletin board space must be submitted to the Superintendent or his designee at the time of distribution.

Section 3. Access to Members.

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided no interference or interruption of normal school operations is involved.

Section 4. Information.

The Association shall be furnished, upon request, regularly and routinely prepared information concerning the financial condition of the school, including the annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information that is relevant to negotiations and/or the process of grievance. Nothing herein shall require the administration to research and assemble information.

Section 5. Released Time.

The Association shall be allowed a maximum of fifteen (15) days of released time annually for the purpose of official delegates, officers, or other Association representative's attendance at official Association meetings. Requests for proposed attendance at such meetings shall be submitted to the Superintendent for approval or disapproval in advance of the desired absence allowing sufficient time to secure adequate substitutes for such absence. Such released time shall be without loss of pay. Cost of substitutes utilized shall be borne by the Association.

ARTICLE 4 - MANAGEMENT RIGHTS

The Employer shall have the right to exercise those powers and duties granted to the Employer by law, including the Public Employer Rights contained in Section 20.7 of the Public Employment Relations Act, subject only to such limitations as are expressly set forth in this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1.

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any specific provision of this agreement.

Section 2.

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems concerning employees and the agreement which arises from time to time. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of procedures. The intended result should be unobstructed two-way communication with respect to alleged grievances without fear of reprisal, a reduction of potential areas of conflict between staff members, administration, and the Board, and the development of improved morale and effectiveness of staff members.

Section 3.

- (a) The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to further appeal, and should an administrator at any level fail to render a decision within the time limits, the grievant may proceed to the next level.
- (b) It is agreed that any investigation or other processing of any grievance by the grievant shall be conducted so that no interference with or interruption of the instructional program or related work activities occur.
- (c) The time limitations indicated at each level should be considered the maximum and every effort should be made to expedite the grievance process. The specified time limits may be extended by mutual agreement.
- (d) A party-in-interest is the person or persons making the grievance or any person, the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the grievance.

Section 4.

Level I (Informal)

An attempt shall be made to resolve any grievance by informal verbal discussion between the complainant and his/her Principal.

Level II (Informal)

If the grievance cannot be resolved informally at Level I the aggrieved shall file the grievance in writing, through the Association and at a mutually agreeable time, the aggrieved and/or the Association Representative shall meet with the Principal to discuss the alleged grievance. Grievance forms shall be available from the Association Representative in each building, and said form shall be signed by the grievant and an official representative of the Association. The formal, written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement to be cited, and shall state the remedy requested. The filing of the formal, written grievance at the second level must be within fifteen (15) working days from the date of, or the knowledge of such occurrence giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in written form with the reasons therefore to the grievant, the Association and the Superintendent within five (5) working days after the receipt of the grievance.

Level III

In the event a grievance has not been satisfactorily resolved prior to this level, the aggrieved shall file an appeal of the Principal's written decision with the Superintendent within five working days after receipt of the Principal's written decision. The Superintendent shall meet with the aggrieved and/or the Association representation within five (5) working days of the receipt of the grievance by the Superintendent. Within five (5) working days of such meeting, the Superintendent shall make a decision on the grievance and communicate it in written form to the aggrieved, the Association and the Principal involved.

Level IV

If the grievance has not been satisfactorily resolved at this point, there shall be a final level of binding arbitration. The Association may submit, in writing, a request on the behalf of the Association and/or the aggrieved to the Superintendent within thirty (30) days from the receipt of the answer at the Third Level to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected within seven (7) days after such notice is given. If the parties fail to reach an agreement on the arbitrator, the Public Employment

Relations Board shall be requested to provide a panel of seven (7) arbitrators. Should the list of seven (7) arbitrators submitted by any of the aforementioned organizations be totally objectionable to either party a new listing shall be requested from the organization chosen to provide the lists. Each of the parties will alternately strike one name from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on either party. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provision of the agreement. His authority shall be only to decide the issues or issue presented to him in writing by the Board and the Association, and his decision shall be based only upon his interpretation of the meaning or application of the express, relevant language of the agreement. Expenses for Arbitrator's services shall be borne equally by the Board and the Association.

Section 5.

If any grievance is pursued in any other form other than outlined under the grievance procedures of this Agreement, the alleged grievance need not be processed. See Article 19 for the limitational grievances arising out of Staff Reduction.

Section 6.

Grievance Report Form - See Appendix A.

ARTICLE 6 - HOURS

The following Section 1 language shall be utilized in the 2004-05 school year as a trial period. For this language to become permanent at the end of the 2004-05 year, both sides must agree or must agree to suggested modifications. If agreement is not possible, the section reverts to the 2003-04 language.

Section 1. Work Day.

The workday shall begin no earlier than 8:00 a.m. and end no later than 3:45 p.m. except on Fridays, when the workday shall end at the close of the student's day. The building principals have the discretion to allow a teacher to utilize a different beginning and ending time when warranted. Employees may be allowed leave to attend to personal business during student non-contact time as needed, upon proper notification to the office. For purposes of this article, "student non-contact time" shall be defined only as designated prep-time and lunch periods, if not on assigned duty, and shall not include the time between the end of the student's day and the end of the employee's work day. If an employee wishes to depart between the end of the student's day and the end of the employee's workday, request and approval by the principal or his designee and proper notification to the office must occur. Early departure may be granted to employees due to required attendance at late afternoon or evening school events.

Section 2. Early Dismissal.

A minimum of two early dismissal days (11:30 a.m.-12:30 p.m.) shall be provided for professional improvement.

Section 3. Substituting.

Teachers assigned to substitute for other teachers during their scheduled student non-contact time periods shall be entitled to equivalent compensatory time off. A teacher may choose to receive payment of 1/8 of the current substitute pay for each period or fraction of in lieu of compensatory time. It is agreed that the payment of money will begin on the 4th occurrence each semester. This shall be paid after each semester. Time off shall be taken in the form of either early release and/or time off during student non-contact time. Such earned compensatory time must be used within thirty (30) working days of when it was earned.

ARTICLE 7 - PAYROLL DEDUCTIONS PROVISION

Premiums for payment of Tax Sheltered Annuities may be deducted from the salaries of licensed personnel provided that written application for such deductions shall be on file with the District Secretary prior to the first pay period of each Quarter.

ARTICLE 8 - DUES DEDUCTION PROVISION

Section 1.

Any licensed employee who is a member of the Davis County Community Education Association, or who has made application for membership in the Association shall be eligible for payroll deduction of her or his unified membership dues, upon presentation of authorization for such deduction to the District Secretary.

Section 2.

Deductions shall begin with the October payroll and shall continue for 10 consecutive payments.

Section 3.

The Association will provide the list of eligible staff to the District Secretary/Accountant prior to the payroll cut-off date for the October payroll. The District Secretary/Accountant and the Association Treasurer will cooperatively compute deductions. An Association representative shall secure the dues check from the District Secretary/Accountant on/after each payroll date.

Section 4.

The Association shall indemnify and hold harmless the employer, the Board, from any liability resulting from or arising out of the Board's compliance with this provision, or acting in reliance on such certifications as furnished by the Association.

ARTICLE 9 - INSURANCES

Section 1.

For purposes of this article only, "full-time" means employed for three-fourths time or more. Employees employed for at least half-time but less than three-fourths time shall have the option of purchasing individual health insurance, with the employer paying a pro-rated share of the premium and the employee paying the remainder through payroll deduction. Existing employees shall be covered by the terms set forth in this Article effective the date of this agreement. Newly hired employees shall be covered on the first day of their contract duties. A newly hired employee may pay the premium for the earlier commencement of this coverage. Regular part-time Employees shall have the option to purchase group health and medical insurance, group disability insurance and group dental insurance through payroll deduction subject to the regulations of the insurers under the current plan in operation.

Section 2. Disability.

The Employer will continue in force the group disability insurance program as now provided the full-time licensed-professional employees a group disability insurance plan offering equivalent benefits. The employee will pay the total premium cost for their individual coverage. Teachers will receive, in addition to their base salary set forth in the salary schedule, an amount equal to their disability insurance premium. The "employer's paid" provisions are subject to concurrence of the carrier.

Section 3. Cafeteria Plan.

Core Benefits shall include:

- * Full Single Medical
- * Single Dental
- * Life- \$15,000

More than one medical deductible plan will be offered as part of the Cafeteria Plan. At least one of the medical deductible plans offered would have a rate that can be covered by the employer's contribution to the Cafeteria Plan.

- A. Eligible employees will receive a negotiated amount (amount printed on salary schedule) per month as the employer's contribution to the Cafeteria Plan. The employees may elect to carry a lower single medical deductible plan, a family medical plan, family dental insurance and an additional \$15,000 life insurance with the difference in premium being paid by the employee.
- B. Employees who do not utilize all of the employer contributions benefits shall get the remainder in cash. That amount shall be subject to all appropriate tax and retirement withholding. Those individuals may elect to apply the equivalent amount to a 403(b) if permitted by their selected provider.
- C. Subject to the applicable rules and regulations of the internal revenue service and the insurance providers, the Employee may establish a voluntary Section 125 plan.
- D. The cafeteria plan benefits shall conform to the insurance providers policies, and their rules and regulations. The District and the Association will cooperate to provide information to the employees regarding the transition to and terms of the cafeteria plan.

Section 4. 403(b) Plans.

- The Employer shall establish a 403(b) plan in which employees may participate as hereinafter set forth.
- An Employee may elect not to participate in the Group Medical and/or Group Dental Insurance plans offered by the Employer and apply the employer's contribution for these programs to a tax sheltered 403(b) plan. Participation may be limited by the rules required to maintain the health insurance contract with the provider. On or before July 15, an Employee may file with the Employer a written election, electing the premium for the Group Medical Program and/or the Group Dental Plan be applied to a 403(b) plan. An Employee may file an election before the 10th day of the month following employment and the election shall take effect as of the next pay period. Any Employee may reverse the election by complying with the Internal Revenue Code, and regulations thereto, and the group insurance carrier regulations. The Employee must provide the Employer written proof of such compliance. Should the Employee seeking to reverse the

election not comply with the regulations of the Internal Revenue Service or the group insurance carrier, the Employer and or the Association will not be liable or responsible for that Employee's individual insurance coverage and the Employee will be denied permission to reverse their election.

ARTICLE 10 - MEDICAL EXAMINATIONS PROVISION

As indicated in Administrative Rule 670, Chapter 3.4 (14) of the Iowa Administrative Code, all professional personnel are required to file with the Board, at the beginning of service and at three-year intervals thereafter, a written report of a medical examination by a licensed physician and surgeon, osteopathic physician and surgeon, or which shall include a check for tuberculosis, certifying that such employee has the fitness to perform the assigned task. If a chest x-ray is required for the TB test and the employee's insurance does not cover the expense, the District will pay up to \$160 towards the cost. Professional employees shall be reimbursed to an amount not to exceed \$30.00 upon furnishing proof of the cost of such medical examination. The written report of a medical examination shall be filed with the Superintendent on or before September 15th. Any Employee who fails to file his/her report without just cause will forfeit the \$30.00 reimbursement for such medical examination.

ARTICLE 11- PERSONAL LEAVE PROVISION

Personal leave will be granted upon request to each Employee, provided a qualified substitute is available. The leave is without loss of pay and each Employee is entitled to a maximum of two (2) days leave during the first school year of employment. The leave may be taken in one-fourth day segments. Employees may carry over two days of unused personal leave for use in the following school year. The leave can be accumulated to a maximum of four (4) days each school year. Employee may be compensated at the current rate for substitute teachers for unused personal leave. The Superintendent may, upon recommendation from the respective building principal, approve emergency leave, without pay, if leave is not available under any other provision of this Contract. An Employee may take an additional day with the Employee paying the current substitute rate. By the first Friday in June of each school year, the employee must notify the central office of their intent for compensation of day(s) and/or carry over of two (2) days of unused personal leave.

ARTICLE 12- BEREAVEMENT LEAVE PROVISION

Bereavement leave of up to five (5) days shall be granted in each case of death in the immediate family to include spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, and sister-in-law of either spouse, or step-family members of any of the previously listed immediate family members. Bereavement leave of up to three (3) days shall be granted in each case of death in the immediate family to include grandmother, grandfather, grandchild, aunt and uncle of either spouse or stepfamily members of any of the previously listed family members. Should extenuating circumstances exist, such as great distance involved, or necessary business connected with the death, additional leave time may be granted through the use of accumulated sick leave upon application to and approval by the Superintendent.

ARTICLE 13 - PROFESSIONAL LEAVE PROVISION

Licensed personnel may be granted professional leave days. These leave days may be used for any educational purpose which would indicate an accrued benefit for the students and the school district. An employee desiring to use such days shall submit the request to his/her respective Principal and the Superintendent for approval or disapproval at least week prior to the proposed absence. Professional leave days may be used for the following purposes:

- (a) School visitations to investigate and observe other instructional techniques or programs.
- (b) Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions.
- (c) State and national conventions.
- (d) In-Service Training programs organized and conducted by the State and Area Educational Agencies.

Section 1. Financial Support.

Limited financial support may be available for attendance at local and regional professional meetings and will be determined by the Superintendent on an individual basis.

Section 2. Professional Meetings.

Should the Administration request a licensed staff member to attend a conference or other educational meeting, expenses incurred shall be paid by the school district, no leave time will be charged, and no salary deduction made.

Section 3. Limitations.

Limitations may be made on the number of staff members requesting to be absent from their job on any particular day.

Availability of substitute teachers and budgetary limits shall be considered in determining approval or disapproval of all professional leave requests.

ARTICLE 14 - SICK LEAVE PROVISION

Section 1. Days Allowed.

Sick leave of fifteen (15) days shall be provided for each licensed, full-time employee. Unused portions of this leave time shall be cumulative to a maximum of one hundred-thirty five (135) days. This shall apply only to consecutive years of employment in the Davis County Community School District and shall be initiated on the first contracted workday of each school year. Approved leaves of absence do not constitute a break in employment. A full-time employee may carry forward from one contract year into the subsequent contract year a maximum of one hundred and twenty (135) days of sick leave.

Section 2. Use.

An Employee shall be allowed sick leave when he or she is unable to perform the duties of his or her employment because of personal illness, injury or pregnancy. Sick leave shall be computed on the basis of minimum 1/4 day increments, unless the sick leave can be scheduled during student non-contact time in which case it shall be computed based on actual time taken. In addition, up to a maximum of ten (10) days of accumulated sick leave may be allowed annually for the illness of a spouse, child, mother, father, mother-in-law, father-in-law, or brother, sister or stepfamily members of an of the previously listed immediate family members if the Employee's presence is required.

Section 3. Verification.

A written statement by the employee verifying the absence by reason of illness may be required by the employer. A disabling illness or injury may be required to be supported by medical certification or other medical evidence. The Employer may also request a statement of medical release certifying that an employee is physically capable of returning to work.

Section 4. Statement of Accumulated Sick Leave.

Each employee will be given a written statement of his/her accumulated sick leave days on or before the last day of each school year. An employee on extended contract will be notified on or before his/her last scheduled day of work.

Section 5. Workman's Compensation.

An employee's workers' compensation benefits may be supplemented by sick leave payments. The amount of supplemental sick pay shall be computed by multiplying the employee's daily rate of pay by the number of working days the employee was absent due to the injury and subtracting the total amount of worker's compensation benefits the employee received. This result shall then be divided by the employee's daily rate of pay to determine the number of sick leave days used. This section shall constitute notice to the employee of this option to supplement worker's compensation benefits and the employee may elect to supplement his or her workers' compensation benefits by notifying the Superintendent within thirty (30) calendar days after the employee returns to work.

Section 6. Extreme Emergencies.

The employee may request an additional 10 days of accumulated sick leave for extreme emergency caused by the illness or injury of a spouse, parent, or child upon application to and approval of the Board of Education. Should any additional sick leave be needed, the employee must return to the board with another request for a 10-day additional period of time. Each 10 day addition may be granted by the board up to a maximum of accrued sick leave the employee has accumulated.

Section 7. Family Medical Leave Act

The District will comply with the provisions of the Family Medical Leave Act.

ARTICLE 15 - MILITARY LEAVE OF ABSENCE

Military leave of absence will be granted to an employee in accordance with applicable federal and state laws governing military leave. Such leaves of absence shall be without pay except as provided in Chapter 29A of the Code of Iowa. Employees who are members of the Reserve or National Guard, and are required to participate in short periods of annual training on active duty, when a choice of dates is available, shall attempt to schedule such training when school is not in session.

ARTICLE 16 - JURY DUTY LEAVE

Any employee called for jury duty during school hours shall be granted leave with full pay. Any fees or remuneration the employee receives due to jury service shall be turned over to the District.

ARTICLE 17 - SUBPOENA LEAVE

Any employee subject to subpoena in any litigation shall be granted up to two (2) days paid leave per year except when appearing as an Association witness in an action brought by the Association against the District. The two (2) day cap on paid leave shall not apply if the subpoena relates to the teachers' conduct of their official duties as District employees. Any fees or remuneration the employee on paid leave receives shall be turned over to the District. Employees not entitled to or who have exhausted paid subpoena leave may otherwise use temporary leaves or apply for unpaid leave of absences.

ARTICLE 18 - SENIORITY

Seniority shall be computed on the basis of continuous employment between the District and the individual bargaining unit member. Date of hire shall be the date the licensed employee begins contracted assignment. (This does not refer to starting dates for supplemental contracts.) All teachers originally hired for the same school year shall have their respective seniority within that group determined on the basis of the last digit of their social security number, or the last two digits of their social security number if necessary, with the lower number resulting in lower seniority. The District and the Association agree that by October 1 of every school year the District shall prepare a seniority list and individual dates of hire, provide the same to the Association, and provide said list to each individual teacher. The individual teachers shall have till December 1 to grieve their seniority date and/or their placement on the list. The parties agree that this shall be the only time each year a teacher may file a grievance or otherwise object to his/her seniority date or placement on the seniority list. After this time limit for filing grievances lapses, the seniority list and dates shall be determinative of seniority wherever seniority is applied in the labor contract for that school year.

ARTICLE 19 - EXTENDED LEAVES OF ABSENCE

Section 1.

Extended leaves of absence may be granted by the Board of Education for a period of one (1) year, subject to the availability of a suitable interim replacement. Such leave shall be unpaid leave time.

Section 2.

Applicants for such leave shall show good cause for such absence from duty.

Section 3.

In cases of approved leave, upon return to the system, the employee shall retain all rights and benefits previously earned. However, benefits and rights shall not accrue during the period of absence. Approved leaves of absence shall not constitute a break in consecutive years of service.

Section 4.

No later than the last day of January prior to the scheduled close of the school term encompassed by such extended leave, the employee must notify the Board of his/her intention to return or not to return to the school system, or, in the case of extenuating circumstances, may make written application for an extension of such leave. Failure to give such notification shall constitute a break in the employment agreement between the parties and the employee shall be considered terminated, forfeiting all rights and benefits previously earned.

ARTICLE 20 - VOLUNTARY TRANSFERS/REASSIGNMENTS

Section 1.

The assignment of an employee to a different building within the district shall be considered a transfer. The assignment of an employee to a different position within a building shall be considered a reassignment.

Section 2.

The Employer shall have the exclusive right to determine when a vacancy exists and if a transfer or reassignment is feasible.

Section 3.

All vacancies shall be posted on bulletin boards and announced by email and telephone voicemail box.

Section 4.

If one or more employee has requested the same position, and a transfer or reassignment is under consideration, the criteria to be considered shall be:

- a. The relative skills, abilities, and competence of the candidate as determined through previous evaluations, and interviews with the administrators involved,

- b. The academic preparation and certification required for the position,
- c. Any co-curricular activities involved with the position and the qualifications of the candidate for supervising such activities, and
- d. Seniority, certification, and academic preparation.
- e. Section 5.

If such a vacancy occurs, and the request is denied, the Superintendent shall cause a written notice to be given to the employee concerning the denial as soon as practical following the decision.

ARTICLE 21 - INVOLUNTARY TRANSFER/REASSIGNMENTS

Section 1.

The assignment of an employee to a different building within the district shall be considered a transfer. The assignment of an employee to a different position within a building shall be considered a reassignment.

Section 2.

The Employer shall have the exclusive right to determine when a vacancy exists and whether or not such vacancy shall be filled by a transfer or reassignment.

Section 3.

Prior to the transfer, or reassignment, the Superintendent shall meet with the employee involved and, if desired by the employee, an Association representative to discuss the transfer, or reassignment.

Section 4.

In the event that an employee objects to the transfer, or reassignment on the basis of the rationale presented at the meeting, the employee may appeal the transfer, or reassignment by filing a formal, written grievance with the Superintendent at Level III of the Grievance Procedure. At this time, the Superintendent shall provide the employee with the written reasons for the transfer or reassignment.

ARTICLE 22 - STAFF REDUCTION

It shall be the sole, exclusive right of the Board of Education to determine when staff reduction procedures must be implemented. When implemented, the following procedures shall apply:

A. Terminations

1. When one or more teaching positions are to be eliminated, the first effort shall be to utilize normal attrition factors to avoid the termination process.
2. Should positions still need to be eliminated, teachers in the reduction category with emergency or temporary certification should be terminated.
3. When the Board determines that it is necessary to reduce staff, the reduction shall be accomplished according to District-wide seniority in the classifications set forth in Section B of this article. The District may override seniority considerations when the qualifications of a junior employee better suit the needs of the school district. For the purpose of this article, qualifications shall include professional preparation, performance evaluations, experience in a particular grade or subject and other pertinent criteria demonstrating skill, ability, and competence. For the purpose of this article, the needs of the school district shall include particular programs, classes or activities and affirmative action. The Board shall have the burden of proof for any deviation from the seniority standard.
4. If an employee is licensed, endorsed, and/or approved in one or more seniority classifications and has had at least two years' successful teaching experience on a more than half-time basis in another seniority classification or has completed at least four years teaching on a more than half time basis in the District, that employee will, if he or she so requests in writing on or before February 1, be placed in the additional seniority classification.
5. In order to be placed in an additional seniority classification as set forth in Section B below the teacher must be fully licensed, endorsed, and or approved and request in writing such placement on or before February 1 to the Superintendent.

B. Classifications

For the purposes of this Article, employees shall be grouped within the following classifications according to their current teaching assignment.

1. Elementary classroom teachers, grades K through 4.
2. District wide:
 - A. Special Education
 - B. Art
 - C. Instrumental Music
 - D. Vocal Music

E. Physical Education
G. T.A.G.
I. Nurses

F. Chapter I
H. Librarians

3. Middle School teachers, grades 5 through 8, within each of the following areas:

A. Language Arts	B. Social Studies
C. Mathematics	D. Science
E. Foreign Language	F. Home Economics
G. Industrial Education	H. Business Education
I. Counselors	J. Vocational Agriculture
K. Vocational Work Experience	

4. High School teachers, grades 9 through 12, within each of the following areas:

A. Language Arts	B. Social Studies
C. Mathematics	D. Science
E. Foreign Language	F. Home Economics
G. Industrial Education	H. Driver's Education
I. Business Education	J. Counselors
K. Vocational Agriculture	L. Vocational Work Experience

C. Recall Rights

Any employee who is terminated pursuant to this Article shall have recall rights to any position for which he/she is or may become licensed and for which he/she is qualified, for a period of two years from the effective date of the termination. Employees who have been terminated due to reduction of staff shall be recalled to available positions for which qualified and licensed in the reverse order of such terminations.

D. Any allegations that there has been a violation of procedures for staff reduction set forth in the foregoing paragraphs shall not be subject to nor processed under the grievance procedure as contained in this agreement. Rather, any employee subject to staff reduction pursuant to this agreement shall have such rights to a hearing and appeals as are provided in sections 279.15 to 279.18 of the Iowa Code Annotated.

ARTICLE 23 - STAFF EVALUATION PROVISION

Section 1. Class Observation.

All licensed staff members will receive a minimum of one (1) summative evaluation every three (3) years, conducted by a licensed evaluator. Teachers in their first or second year of employment will receive a summative evaluation each year.

Section 2. Length of Observation.

- The evaluator will make classroom observations totaling a minimum of ninety (90) minutes with one of the observations consisting of a minimum of thirty (30) continuous minutes. Teachers in their first or second year of employment in the Davis County Community School District will be observed a minimum of one (1) time during the first nine (9) weeks of employment.
- Licensed staff members without a specified classroom assignment shall be observed in a manner consistent with their assigned responsibilities.

Section 3. Notification of Process.

Within the first six (6) weeks of the school year, and prior to the first observation, the evaluator shall acquaint those licensed staff members who are to be formally evaluated of the procedures to be used during the evaluation process.

Section 4. Pre-Observation.

Evaluators shall have a pre-observation conference with each licensed staff member prior to the first observation. Purpose: To establish an intention for the observation and post-observation conference. Evaluator/Teacher Responsibility: To discuss the criteria on the evaluation form that would be areas of emphasis. Scheduling, location of the evaluator, post-observation conference scheduling, teaching methods, students, a-v, etc. could be covered at this time. Evaluator Responsibility: To review the specific mechanics of the process, types of feedback, forms, etc.

Section 5. Post Conference.

Evaluators shall have a post-conference with licensed staff members. Evaluators shall endeavor to conduct this post-conference within five (5) school days but in no event more than ten (10) school days after an observation.

Section 6. Summative Evaluation.

- Prior to the submission of a summative evaluation to the office of the superintendent, the evaluator shall provide

the licensed employee a copy of the summative evaluation for his/her review and signature (indicating receipt). No licensed member shall be required to sign a blank or incomplete summative evaluation. The licensed member shall be provided the opportunity to submit an explanation or other written statement regarding the evaluation for inclusion in his/her personnel file. The explanation or other written statement shall be completed by the end of the school year and shall be read and signed by the evaluator.

- b. Summative evaluations are to be completed by May 1.

Section 7. Improvement Plan.

If a critical concern is indicated on the summative report, a written program for improvement will be developed by the licensed staff member with the assistance and approval of the evaluator. The improvement plan shall include a specific timetable in which such improvement is to be accomplished and any deficiencies corrected. Failure to make the necessary improvements, as determined by subsequent observations and evaluations may result in a recommendation for termination.

Section 8. Request For Second Evaluation.

If a licensed staff member does not agree with the evaluator's summative evaluation, he/she may request an evaluation of his/her work by another licensed evaluator. If agreement cannot be reached by said parties, the superintendent shall appoint the administrator for the evaluation. If the staff member objects with the second evaluator, the reasons shall be reduced to writing and attached to the evaluation form.

Section 9. Appeal Process.

Upon completion of Step 8 (above) and receipt of the second summative evaluation, the licensed member has the right to grieve the evaluations on the grounds that it is inaccurate or that it contains mischaracterizations. The Grievance Article (Article V) timelines set forth shall commence with the receipt by the licensed member of the second summative evaluation (Step 8 above).

Section 10. Professional Courtesy.

When possible, all criticism shall be made in a manner so as to reduce or avoid professional embarrassment.

Section 10. Personnel File Review.

- a. Each licensed staff member shall have the right of access to the contents of /her personnel file for purpose of review. The employee has the option of replying to any documents with the response to be attached to that document. Legally confidential documents may be removed from the file by the administrator prior to the review. The staff member shall make arrangements with the administrator concerned for the review and a representative of the Association may accompany in this review if requested by the employee.
- b. Any complaints directed toward the employee which are placed in that Employee's file are to be immediately called to the attention of that person and a copy thereof given to that person, and that person shall be afforded an opportunity to respond in writing for inclusion in the personnel file.

ARTICLE 24 - SALARY SCHEDULE Appendix B

ARTICLE 25 - SALARY SCHEDULE ADMINISTRATION

Section 1.

Teachers, at the time of their initial employment in this school district, may be allowed experience credits on the schedule. No new teacher can be brought in at a step and lane higher than a current teacher on staff with the same experience. (Placement schedule used for 2004-05 is Appendix D).

Section 2. Teachers requesting a re-write of contract due to attainment of a new level of educational preparation must present supporting evidence prior to September 15th of any school year. Teachers moving to the next educational lane shall also be allowed their earned experience step on the schedule.

Section 3.

All credit hours earned must be approved by the Superintendent of School and/or the Board of Education in order to qualify for salary schedule lane movement. Individuals must be in a program that leads toward a degree, or the course must be deemed relevant to the area in which the individual is teaching. Courses must be at the graduate level, or if at the undergraduate level, applicable to the teaching area background preparation of the staff member involved. The state required course, Human Relations, if taken as re-certification credit and not college credit, will apply toward movement on the salary schedule.

Section 4.

Payment for services rendered shall be on a monthly basis, with the 20th day of each month being designated as the payroll date. Should the date fall on weekends, holidays, or during vacation periods, the Board has the right to establish alternate dates to be designated annually. This would normally be the last workday prior to the 20th.

Section 5.

Prior to the close of the school year, each employee shall designate the disposition of their summer checks on a form to be designed by the District. Alternatives shall include (1) Mailed to summer address, (2) Picked up by the employee at the Central Administration Office, or (3) Deposited in a local bank if extenuating circumstances exist and appropriate deposit forms are furnished by the employee.

Section 6.

Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service in the district until the maximum of their education classification is reached. The Board reserves the right to withhold an increment, or vertical step, from an employee for just cause.

Section 7.

Payment of salaries for required curriculum work in the summer shall be paid at a rate of \$20.00 per hour.

Section 8.

A year of service consists of employment in the Davis County Community School District, under contract, for 180 school days, plus In-Service days and holidays. Increments shall be awarded fractions for periods of contract of service performed for the District, with no-fraction smaller than one-quarter (1/4) being allowed.

Section 9.

Any Employee who is offered and accepts an extended contract shall be additionally compensated at a per diem rate of his or her contracted pay.

Section 10.

ICN and Dual Credit Instruction supplement shall be \$300.00 per class per semester.

ARTICLE 26 – SUPPLEMENTAL SALARY SCHEDULE

Appendix C

ARTICLE 27 - FINALITY AND EFFECT OF AGREEMENT PROVISION

Section 1.

This Agreement supercedes and cancels all previous Agreements between the School District and the Association, or any employee, and concludes collective bargaining for its term.

Section 2.

Should the amount of State aid be increased by legislative action due to the inflationary economy, etc., beyond the amount in effect at the time of the conclusion of negotiations, 70% of the additional funds will be allocated to the salary schedule.

Section 3.

Separability and Savings.

Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, then, that article, section, or clause shall be inoperable to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in force and effect. Nothing contained in this contract shall be so construed as to require the Board or the Association to violate any applicable laws. Both the Board and the Association state that it is their intent to comply with all existing laws.

Section 4.

Duration.

This agreement shall be effective as of July 1, 2004 and will continue in effect through June 30, 2007. Negotiations for the 2005-2006 contract will be limited to Hours, Insurance, Evaluations, Salary Schedule, and Supplemental Salary Schedule with the distribution of a 4% total package increase. Negotiations for the 2006-2007 contract will be limited to a distribution of a 4% total package increase in Salary Schedule, Supplemental Salary Schedule, and Insurance.

Appendix A

GRIEVANCE REPORT

Davis County Community School District
Building _____

Distribution of Form

1. Association
2. Employee Concerned
3. Appropriate Supervisor
4. Superintendent

Name of Grievant _____

Second Level:

A. Date Alleged Violation Occurred _____

B. Section(s) of the Agreement Allegedly Violated _____

C. State of Grievance _____

D. Relief Sought _____

SIGNATURE OF GRIEVANT

DATE

=====

=

DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR

SIGNATURE OF PRINCIPAL OR SUPERVISOR

DATE

=====

=

THIRD LEVEL:

SIGNATURE OF GRIEVANT

DATE RECEIVED BY SUPERINTENDENT

DISPOSITION BY BOARD OF EDUCATION AND THE SUPERINTENDENT:

SIGNATURE OF SUPERINTENDENT OR DESIGNEE

DATE

=====

=

FOURTH LEVEL:

SIGNATURE OF GRIEVANT

SIGNATURE OF ASSOC. PRESIDENT

DATE SUBMITTED TO ARBITRATOR

DATE RECEIVED BY ARBITRATOR

DISPOSITION OF RECOMMENDATION OF ARBITRATOR: _____

SIGNATURE OF ARBITRATOR

DATE

=====

NOTE: All provisions of Article V of the Agreement shall be strictly observed in the settlement of grievance.

Appendix B

DAVIS COUNTY COMMUNITY SCHOOL DISTRICT
2004-2005
SALARY SCHEDULE -- BASE \$24500

2004-2005

The following schedule shall be used as a guide to determine the annual salary for all certified employees of the Davis County Community School District.

SCHEDULE	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
STEPS	B. A.	B. A. +15	B. A. +30	B. A. +45	M. A.	M. A. +15	M. A. +30
1	24500	25480	26460	27440	28420	29400	30380
2	25480	26460	27440	28420	29400	30380	31360
3	26460	27440	28420	29400	30380	31360	32340
4	27440	28420	29400	30380	31360	32340	33320
5	28420	29400	30380	31360	32340	33320	34300
6	29400	30380	31360	32340	33320	34300	35280
7	30380	31360	32340	33320	34300	35280	36260
8	31360	32340	33320	34300	35280	36260	37240
9	32340	33320	34300	35280	36260	37240	38220
10	33320	34300	35280	36260	37240	38220	39200
11	34300	35280	36260	37240	38220	39200	40180
12	35280	36260	37240	38220	39200	40180	41160
13	36260	37240	38220	39200	40180	41160	42140
14	37240	38220	39200	40180	41160	42140	43120
15		39200	40180	41160	42140	43120	44100
16			41160	42140	43120	44100	45080
17							46060

Board Benefit -- \$506.91 Per Month -- Cafeteria Plan (Medical insurance, dental insurance, life insurance, TSA, or cash)

2004-2005
SUPPLEMENTAL SCHEDULE
BASE \$19,400

CLASS	I	II	III	IV	V	VI	VII
11	.170	.150	.130	.110	.090	.070	.050
10	.167	.147	.127	.107	.087	.067	.047
9	.164	.144	.124	.104	.084	.064	.044
8	.161	.141	.121	.101	.081	.061	.041
7	.158	.138	.118	.098	.078	.058	.038
6	.155	.135	.115	.095	.075	.055	.035
5	.152	.132	.112	.092	.072	.052	.032
4	.149	.129	.109	.089	.069	.049	.029
3	.146	.126	.106	.086	.066	.046	.026
2	.143	.123	.103	.083	.063	.043	.023
1	.14	.12	.10	.08	.06	.04	.02

CLASS I

Head H.S. FB, BB, W, VB, SB, BBB*
H.S. Instrumental Music
H.S. Summer Instrumental Music*

CLASS II

Athletic Trainer*
Head H.S. Track*

CLASS III

Ass't. H.S. FB, BB, W, SB, Baseball*
Ass't. H.S. Instrumental Music
M.S. Summer Instrumental Music*
Head H.S. CC *

CLASS IV

M.S. Instrumental Music
H.S. Golf*
MS VB*
M.S. Vocal Music*
Sponsor
H.S. Cheerleading*
M.S. FB, BB, W*
H.S. Vocal Music*
H.S. Large Group Speech*
Individual Speech*
Tennis*

CLASS V

H.S. Ass't. Track*
Head M.S. Track*
H.S. 3-Act Play*

CLASS VI

M.S. Cheerleading

CLASS VII

National Honor Society Sponsor*
Softball Chaperone* FFA Sponsor
Quiz Bowl Sponsor* French Club Sponsor
Mock Trial Sponsor* M.S. Volleyball Chaperone*
Academic Decathlon Sponsor*
Future Bowl Sponsor* H.S. Student Council
Yearbook Sponsor United Nation
Wellness Director M.S. Yearbook
QUEST Spanish Club Sponsor
M.S. Future Bowl Sponsor*
M.S. Student Council Sponsor
Art Club Sponsor (94-95)

1. In order to qualify for the salary, the position must be contracted.
2. In the event of a reduced program, the above salary schedule amount may be reduced by mutual consent with the employee.
3. When a person currently on staff changes positions in the same activity, he or she shall not lose steps.
4. At the time of initial employment in this district, a person may be allowed experience credits equal to half the amount of steps on the schedule.
5. In the event a supplemental position cannot be filled by a certified staff member, a coaching or assistant coaching position may be assumed by another coach or assistant or be shared by two or more coaches and/or assistants by mutual agreement between them and the Board. The agreement will be for one year only and any continuation of the agreement must be by necessity and with mutual consent of the employee(s) involved. If the activities are to be managed concurrently, 50% of the pay for the secondary or shared activity will be paid or divided. If shared, the experience step placement of the divided activity shall be determined by averaging the step placement of the involved coaches/assistants.
6. Middle School head and assistant coaches paid as head coaches. Management will designate one coach as the primary head coach. (1997-98)

Supplemental Pay Language:

All employees on extra-curricular contracts set forth above may elect prior to the first check (September) to receive all compensation for the extra-curricular activities in the August check. Employees electing to be paid in August and whose extra-curricular activities have a designated season (denoted by an asterik * above) who take a leave without pay will not have their extra-curricular pay reduced unless the leave without pay occurs during the designated season. Employees electing to be paid in August and whose extra-curricular activities have a designated season (*) and who take a leave without pay during the designated season will have their pay reduced proportional to the length of the designated season.

BA Lane				BA + 15 Lane				BA + 30 Lane				MA Lane				MA 15 Lane				MA + 30 Lane			
BA	went to	Placem		BA 15	went to	Placem		BA 30	went to	Placem		MA	went to	Placem		MA 15	went to	Placem		MA 30	went to	Placem't	
Step	step	\$	Incr	Step	Step	\$	Incr	Step	Step	\$	Incr	Step	Step	\$	Incr	Step	Step	\$	Incr	Step	Step	\$	Incr
1	8	6,860	\$358	1	7	6,860	\$358	1	6	6,860	\$358	1	4	6,860	\$358	1	3	6,860	\$358	1	2	6,860	\$358
2	9	6,840	\$338	2	8	6,840	\$338	2	7	6,840	\$338	2	5	6,840	\$338	2	4	6,840	\$338	2	3	6,840	\$338
3	10	6,820	\$318	3	9	6,820	\$318	3	8	6,820	\$318	3	6	6,820	\$318	3	5	6,820	\$318	3	4	6,820	\$318
4	10	6,820	\$318	4	9	6,820	\$318	4	8	6,820	\$318	4	6	6,820	\$318	4	5	6,820	\$318	4	4	6,820	\$318
5	10	6,820	\$318	5	9	6,820	\$318	5	8	6,820	\$318	5	6	6,820	\$318	5	5	6,820	\$318	5	4	6,820	\$318
6	10	6,820	\$318	6	9	6,820	\$318	6	8	6,820	\$318	6	6	6,820	\$318	6	5	6,820	\$318	6	5	7,140	\$638
7	10	6,820	\$318	7	9	6,820	\$318	7	8	6,820	\$318	7	6	6,820	\$318	7	6	7,140	\$638	7	6	7,344	\$842
8	10	6,820	\$318	8	9	6,820	\$318	8	8	6,936	\$434	8	7	7,140	\$638	8	7	7,344	\$842	8	6	6,568	\$66
9	10	6,820	\$318	9	9	6,820	\$318	9	9	7,140	\$638	9	8	7,344	\$842	9	7	6,568	\$66	9	7	6,772	\$270
10	10	6,820	\$318	10	10	7,140	\$638	10	10	7,344	\$842	10	8	6,568	\$66	10	8	6,772	\$270	10	8	6,976	\$474
11	11	7,140	\$638	11	11	7,344	\$842	11	10	6,568	\$66	11	9	6,772	\$270	11	9	6,976	\$474	11	9	7,180	\$678
12	11	6,752	\$250	12	11	6,586	\$84	12	11	6,772	\$270	12	10	6,976	\$474	12	10	7,180	\$678	12	10	7,384	\$882
13	12	7,344	\$842	13	12	7,160	\$658	13	12	6,976	\$474	13	11	7,180	\$678	13	11	7,384	\$882	13	10	6,608	\$106
14	12	6,568	\$66	14	12	6,772	\$270	14	12	6,588	\$86	14	11	6,792	\$290	14	11	6,996	\$494	14	11	7,200	\$698
				15	13	6,976	\$474	15	13	7,180	\$678	15	12	7,384	\$882	15	11	6,608	\$106	15	11	6,812	\$310
								16	14	7,384	\$882	16	13	6,608	\$106	16	13	6,812	\$310	16	13	7,016	\$514
Insurance put back into the schedule 6,502				6,502				6,502				6,502				6,502				6,502			